



IT IS ORDERED as set forth below:

Date: April 18, 2019

**Jeffery W. Cavender
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

MILLARD COURTNEY FARMER,
JR.

Debtor.

CHAPTER 13

CASE NO. 18-52363-jwc

ORDER

The debtor has filed a motion to sell his home, pursuant to his settlement agreement, plan and Order of the Court (Docket 71). The same came before the Court on Tuesday April 9, 2019. A copy of the sales agreement dated April 29, 2019 was attached to the motion.

It is ORDERED that in connection with said sale of the property, and subject to the terms of the Settlement Agreement, \$450,000.00, in immediately available funds, and without any reductions or offsets for sale closing costs, transfer taxes, or otherwise, would be paid directly to Kilpatrick, Townsend & Stockton LLP (“KTS”), in its capacity as attorney for John H. Murphy, by delivery of the same to KTS via a certified bank check or a wire transfer.

Subject to the terms of the Settlement Agreement, the Debtor is hereby authorized to sell his house purchased by the contract attached to the Motion and to take steps to consummate the sale thereby.

In the event KTS has not received the Settlement Amount on or before the date stated in the Settlement Agreement, or such other date if agreed to in writing by KTS in its sole discretion, KTS may enforce the Settlement Agreement including, without limitation, immediately recording the Quitclaim Deed received from the debtor, free and clear of any and all liens including those of the brokers and the buyer involved in the sale, and debtor being responsible for all costs and expenses for such transfer including any transfer taxes. If requested by KTS, and in lieu of the Quitclaim Deed already delivered to KTS, debtor shall execute a new Quitclaim Deed, in substantially the same form, in the name of an affiliate of KTS.

Nothing in this order shall be interpreted to amend, overrule, rescind, or otherwise modify the Settlement Agreement by and among John H. Murphy,

Kilpatrick Townsend & Stockton LLP, and Millard Courtney Farmer (including, but not limited to, the Debtor's obligation to make a \$450,000 payment by April 16, 2019), the Court's Order Enforcing Settlement Agreement [ECF No. 71] (the "Settlement Order"), or the relief granted in the Settlement Order.

The fourteen day stay provided for in Rule 6004 is waived, and this order is effective immediately.

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Prepared by:

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